

NOTE AND SECURITY AGREEMENT



ACCOUNT NUMBER 28131550	TYPE E	DATE FINANCE CHARGE BEGINS TO ACCRUE IF DIFFERENT FROM DATE OF NOTE
----------------------------	-----------	--

BORROWER(S) NAME AND ADDRESS ANNIE WOODALL 2411 CO RD 53 TUSKEGEE, AL 36083		PAYEE (LENDER) AMERICAN GENERAL FINANCE, INC. 1848 OPELIKA ROAD AUBURN, AL 36830
--	--	---

Date of Note	First Payment Due Date	Other Payments Due on Same Date of Each Month.	Final Payment Due Date	Amount of First Payment	Amount of Balloon Payment	Amount of Monthly Payment	Total Number of Payments	Term of Loan in Months
08/22/97	10/01/97		09/01/98	\$ 78.59	\$ NONE	\$ 74.07	12	12

ITEMIZATION OF AMOUNT FINANCED

1. \$ NONE	Premium to Life Insurance Co. (Joint Coverage)	7. Appraiser for Appraisal Fee	\$ NONE	PAID TO
2. \$ NONE	Premium to Life Insurance Co. (Single Coverage)	8. Title Exam Fee/Title Insurance	\$ NONE	PAID TO
3. \$ NONE	Premium to Disability Insurance Co.	9. Taxes Paid to Gov't. Agency	\$ NONE	
4. \$ 13.38	Premium to Property Insurance Co. \$ 731.00	10. Abstract Fee	\$ NONE	PAID TO
5. \$ NONE	Paid to Public Officials for Certificate of Title Fees	11. Attorney Fee	\$ NONE	PAID TO
6. \$ NONE	Paid to Public Officials for Recording and Releasing Fees	12. Paid on Prior Account with Lender	\$ 331.09	
		13. Amount Paid to you or on your behalf itemized below	\$ 399.91	\$ TO

22.99% Agreed Rate of Charge

14. \$ 744.38	Amount Financed (Sum of lines 1 thru 13)	A. \$ NONE	Interest Surcharge
15. \$ 148.98	FINANCE CHARGE →	B. \$ 43.00	Prepaid Finance Charge (Points)
16. 33.60 % ANNUAL PERCENTAGE RATE		C. \$ NONE	Prepaid Finance Charge (Mortgage Recording Tax)
17. \$ 893.36	Total of Payments	D. \$ NONE	Broker Fee Prepaid FINANCE CHARGE
			(Paid to _____)
		E. \$ 105.98	Interest
		18. \$ 787.38	Principal Amount of Loan (14 + 15A + 15B + 15C + 15D)
			\$ 399.91 YOU

PARTIES: "You" means each and all of those who signed this Note and Security Agreement ("Agreement") as a Borrower. If there is more than one Borrower, each is liable for the entire obligation ("joint and several liability"). The word "we", "us" and "our" mean Lender.

PROMISE TO PAY: You agree and promise to pay the original principal amount of the loan (amount financed plus any Interest Surcharge, Prepaid Finance Charges which includes Points, Brokers Fee and Mortgage Recording Tax) together with interest on the unpaid balances at the Agreed Rate of Charge set forth. The total of the original principal amount of the loan and such scheduled interest is to be repaid in monthly installments. The Finance Charge will be less if you make payments ahead of schedule, and greater if you make payments later than scheduled. You may prepay this loan in full or in part at any time without penalty. Partial prepayment will not defer or delay your obligation to pay remaining installments.

TIME OF REPAYMENT: The first payment shall be due on the First Payment Due Date indicated and the following payments shall be due on the same day of each succeeding month to and including the Final Payment Due Date.

INTEREST SURCHARGE: An interest surcharge of 6% of the first \$2,000 of the amount financed may be charged to you by us. If your loan is prepaid in full by any means within 90 days of the date of your loan, you will receive a pro rata refund or credit of the interest surcharge except that in such event, we can retain an amount of no less than \$25. After 90 days, the interest surcharge is fully earned by us. No refund of the interest surcharge will be made except as stated in this provision.

LATE PAYMENT CHARGE: If a payment is more than 10 days late, you will be charged and we may collect a late payment charge not to exceed the greater of \$10 or 5% of the amount of the scheduled payment in default, not to exceed \$100.

ARBITRATION OF CLAIMS AND WAIVER OF JURY TRIAL: Borrower(s) hereby acknowledge that the transactions evidenced by this agreement involve interstate commerce. Borrower(s) and Lender agree that, except as otherwise set forth in this provision, all claims, disputes, or controversies of every kind and nature between Borrower(s) and Lender shall be resolved by arbitration including (i) those based on contract, tort or statute, (ii) those arising out of or relating to the transaction(s) evidenced by this agreement, the disclosures relating to this agreement, the Federal Disclosure Statement, any insurance certificates or policies, any documents executed at or about the same time this agreement was executed or (iii) those arising out of, relating to any other prior, proposed or actual loan or extension of credit (and the relationships which result from these transactions or any other previous transactions between Borrower(s) and Lender). Borrower(s) and Lender further agree that all issues and disputes as to the arbitrability of claims must also be resolved by the arbitrator.

BORROWER(S) AND LENDER UNDERSTAND THAT EACH HAS THE RIGHT TO LITIGATE SUCH DISPUTES THROUGH A COURT, AND BORROWER(S) AND LENDER VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL OR JUDGE TRIAL OF SUCH DISPUTES.

Arbitration of such claims will be conducted by a single arbitrator selected by the Borrower(s) and Lender, pursuant to the Federal Arbitration Act and according to the commercial rules of the American Arbitration Association, at a reasonable and convenient location to be selected by the Borrower(s). Each party shall pay one-half of the arbitration costs and expenses.

Borrower(s) and Lender agree that they and the Arbitrator shall be bound by the Federal Rules of Evidence in the arbitration of such claims. In the event of a conflict between the commercial rules of the American Arbitration Association and the Federal Rules of Evidence, the Federal Rules of Evidence control. The Arbitrator's findings, decision and award shall be written, and shall be based on the law of the jurisdiction in which this agreement was executed. The decision of the Arbitrator shall be final, binding, and enforceable in any court as though it were a decision on the merits after a trial on the merits. The Arbitrator's findings, decision and award shall be subject to judicial review as provided in 9 USC Section 10.

BORROWER(S) AND LENDER AGREE THAT THE ARBITRATOR MAY AWARD PUNITIVE DAMAGES ONLY UNDER CIRCUMSTANCES WHERE A COURT OF COMPETENT JURISDICTION COULD AWARD SUCH DAMAGES. HOWEVER, IN NO EVENT SHALL AN AWARD OF DAMAGES EXCEED FIVE (5) TIMES THE ECONOMIC LOSS SUFFERED BY THE PARTY. BORROWER(S) AND LENDER FURTHER AGREE THAT THE ARBITRATOR SHALL NOT CONDUCT ANY CLASS-WIDE PROCEEDINGS AND WILL BE RESTRICTED TO RESOLVING THE INDIVIDUAL DISPUTES BETWEEN THE PARTIES.

Borrower(s) and Lender agree that, notwithstanding the foregoing, Lender retains the right to use judicial or self-help remedies (i) to repossess or foreclose on collateral or to enforce the security interests relating to this transaction, and (ii) to pursue collection actions against the Borrower(s) where the amount of the debt is \$10,000 or less. The exercise of this right by Lender to pursue judicial or self-help remedies shall not constitute a waiver of Lender's right to compel the arbitration of any claim or dispute subject to this arbitration clause - including the filing of a counterclaim by Borrower(s) in a lawsuit filed by Lender.

This arbitration clause shall be binding upon the assigns, directors, officers, representatives, employees, parent companies, affiliated companies, subsidiaries and successors of Lender, and the administrators, assigns, executors, heirs and representatives of Borrower(s). In addition, the parties agree to submit to arbitration not only the foregoing claims or disputes against each other, but also all claims or disputes they have against (i) all other persons or entities involved with the transactions subject to this clause, (ii) all persons or entities who signed or executed any of the documentation subject to this clause, and (iii) all persons or entities who may be jointly or severally liable to any of the parties to this agreement regarding matters or events relating to the transactions and documentation subject to this clause.

Borrower(s) and Lender agree that if any provision of this arbitration clause is invalid or unenforceable under the Federal Arbitration Act, the provision which is found to be invalid or unenforceable shall be inapplicable and deemed omitted, but shall not invalidate the remaining provisions of this arbitration clause, and shall not diminish the parties' obligation to arbitrate the disputes subject to this clause.

COPY RECEIVED: You acknowledge receipt of a completely filled in copy of this Agreement and the Federal Disclosure Statement on a separate sheet. You further acknowledge that you have read, and agree to all terms and provisions of the Arbitration of Claims and Waiver of Jury Trial.

CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

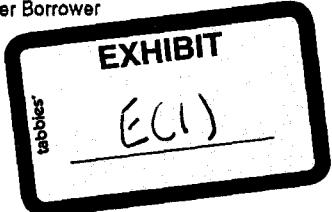
Witness

Signature of Principal Borrower

Witness

Signature of Other Borrower

SEE REVERSE SIDE FOR ADDITIONAL IMPORTANT TERMS



ACCOUNT NUMBER 28131550	FEDERAL DISCLOSURE STATEMENT								AMERICAN GENERAL
BORROWER(S) NAME AND ADDRESS ANNIE WOODALL 2411 CO RD 53 TUSKEGEE, AL 36083				LICENSED OFFICE: (LENDER) AMERICAN GENERAL FINANCE, INC. 1848 OPELIKA ROAD AUBURN, AL 36830					
Date of Loan	First Payment Due Date	Other Payments Due on Same Date of Each Month	Final Payment Due Date	Amount of First Payment	Amount of Balloon Payment	Amount of Monthly Payment	Total Number of Payments	Term of Loan in Months	
08/22/97	10/01/97		09/01/98	\$ 78.59	\$ NONE	\$ 74.07	12	12	
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate		FINANCE CHARGE The dollar amount the credit will cost you.		AMOUNT FINANCED The amount of credit provided to you or on your behalf		TOTAL OF PAYMENTS The amount you will have paid after you have made all payments as scheduled			
33.60 %		\$ 148.98		\$ 744.38		\$ 893.36			

LATE PAYMENT CHARGE: If a payment is more than 10 days late, you will be charged and we may collect a late payment charge not to exceed the greater of \$10 or 5% of the amount of the scheduled payment in default, not to exceed \$100.

PREPAYMENT: If you pay off early, you will not have to pay a penalty.

SECURITY: You are giving a security interest in:

The goods or property being purchased. Motor Vehicle
 Other 1 SET WORLD BOOKS, 1 MURRAY LAWNMOWER, 1 RCA 19" TV.

You are giving a security interest in your Real Estate located at _____

The previous Mortgage/Deed of Trust is being retained as security on your loan.

ASSUMPTION: Someone buying your house may not assume the remainder of the Mortgage on the original terms.

INSURANCE: Credit life and/or credit disability insurance are not required to obtain a loan and will not be provided unless you sign and agree to pay the additional cost. You understand that we and/or our insurance affiliates anticipate a benefit and/or a profit from the sale of insurance, and you consent thereto if you select such insurance. If a rescission period applies, there is no credit life insurance coverage during the three day rescission period.

Type	Premium	Signature(s)
	\$ NONE	Signature(s): _____ First Named Borrower _____ Second Named Borrower

CREDIT LIFE AND/OR DISABILITY INSURANCE CANCELLATION OPTION

CREDIT LIFE AND/OR DISABILITY CANCELLATION: If you desire to do so, you may, without penalty or obligation, within 15 days from the Date of Loan set forth above, cancel the credit life and/or disability insurance coverage by returning the credit life and disability insurance certificate received in connection with this loan to the office where the loan was made. Upon cancellation, a full rebate of the insurance premiums paid for this coverage will be made. You may also cancel such policy after 15 days, however, you will only be entitled to a refund of the unearned premium.

PERSONAL PROPERTY INSURANCE DISCLOSURE

You are required to maintain property insurance on personal property securing this loan other than household goods. You may obtain such insurance from anyone you want, or provide it through an existing policy with loss payable to us.

You are not required to purchase property insurance on your household goods to secure this loan. If you choose to have such insurance, you may obtain the insurance from anyone you want. You should consider any homeowner's or other insurance which you may already have when deciding to purchase insurance with this loan. If you purchase property insurance through us which covers the collateral which secures your loan other than a motor vehicle, you will have 15 days from the date of purchase to cancel the insurance and receive a full refund of the premium. A portion of the premium will be retained by the insurer if cancellation occurs more than 15 days from the date of the loan. To cancel you must return your policy/certificate or make a written request to this office.

If you obtain property insurance from or through us which covers the collateral which secures your loan other than a motor vehicle, it will be for a term of 12 months and you will pay \$ 13.38. You also understand that we and/or our insurance affiliates anticipate a benefit and/or a profit from your purchase of insurance.

You want property insurance
Annie Woodall _____ Signature

Signature

See the contract documents for any additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties if any.

You have received a copy of this Federal Disclosure Statement.

Annie Woodall 812-97
First Named Borrower Date

INSURANCE DISCLOSURE SUMMARY



Borrower Name: ANNIE WOODALL		
Borrower Address (Street, City, State, Zip): 2411 CO RD 53 TUSKEGEE, AL 36083		
Branch Code: 01001015	Loan Number: 28131550	Date: 08/22/97

I WANT TO PURCHASE THE INSURANCE NOTED BELOW AND HAVE THE INSURANCE PREMIUM FINANCED AS PART OF MY LOAN. I FULLY UNDERSTAND THAT I DO NOT HAVE TO PURCHASE ANY OF THE FOLLOWING INSURANCE TO GET MY LOAN.

INSURANCE PRODUCT	INSURED(S)	PREMIUM
Credit Life		\$ NONE
Credit Disability		\$ NONE
Credit Personal Property	ANNIE WOODALL	\$ 13.38
MERIT L.I.F.E. PLUS		\$
		\$

I understand that if I later decide that I do not want any or all of the insurance, I can cancel coverage by returning the certificate/policy to the office where the loan was made and request a refund of any unearned premium.

Please read your policy/certificate for applicable benefits, restrictions and limitations.

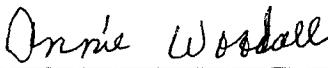
INSURANCE SALESPERSON:



 (Signature)
 10040136

 (License Number)

BORROWER:



 (Signature)

CO-BORROWER:

 (Signature)

Insurance Salesperson must sign in the presence of the Borrower and must personally explain the insurance coverage to the Borrower.

Policy Services - Insurance Operations
 American General Finance, Inc.
 601 NW 2nd Street, P.O. Box 159
 Evansville, IN 47701-0159
 Telephone: 1-800-325-2147 Telefax: (800) 350-9306

NOTE AND SECURITY AGREEMENT

AMERICAN
GENERAL

ACCOUNT NUMBER 28131550	TYPE E	DATE FINANCE CHARGE BEGINS TO ACCRUE IF DIFFERENT FROM DATE OF NOTE	
BORROWER(S) NAME AND ADDRESS ANNIE WOODALL 2411 CO RD 53 TUSKEGEE, AL 36083		PAYEE (LENDER) AMERICAN GENERAL FINANCE, INC. 1848 OPELIKA ROAD AUBURN, AL 36830	
Date of Note 01/24/97	First Payment Due Date 03/02/97	Other Payments Due on Same Date of Each Month.	Final Payment Due Date 02/02/98
			Amount of First Payment \$ 83.28
			Amount of Balloon Payment \$ NONE
			Amount of Monthly Payment \$ 78.99
			Total Number of Payments 12
			Term of Loan in Months 12

ITEMIZATION OF AMOUNT FINANCED

1.\$NONE	Premium to Life Insurance Co. (Joint Coverage)	7. Appraiser for Appraisal Fee	\$NONE	PAID TO
2.\$NONE	Premium to Life Insurance Co. (Single Coverage)	8. Title Exam Fee/Title Insurance	\$NONE	PAID TO
3.\$NONE	Premium to Disability Insurance Co.	9. Taxes Paid to Govt. Agency	\$NONE	
4.\$ 14.64	Premium to Property Insurance Co.\$ 800.00	10. Abstract Fee	\$NONE	PAID TO
5.\$NONE	Paid to Public Officials for Certificate of Title Fees	11. Attorney Fee	\$NONE	PAID TO
6.\$NONE	Paid to Public Officials for Recording and Releasing Fees	12. Paid on Prior Account with Lender	\$ 498.38	
		13. Amount Paid to you or on your behalf itemized below	\$ 301.62	

23.00% Agreed Rate of Charge

A.\$ 25.00	Interest Surcharge
B.\$NONE	Prepaid Finance Charge (Points)
C.\$NONE	Prepaid Finance Charge (Mortgage Recording Tax)
D.\$NONE	Broker Fee Prepaid FINANCE CHARGE (Paid to)
E.\$ 112.53	Interest

18. \$ 839.64 Principal Amount of Loan

\$301.62 YOU

PARTIES: "You" means each and all of those who signed this Note and Security Agreement ("Agreement") as a Borrower. If there is more than one Borrower, each is liable for the entire obligation ("joint and several liability"). The word "we", "us" and "our" mean Lender.

PROMISE TO PAY: You agree and promise to pay the original principal amount of the loan (amount financed plus any Interest Surcharge, Prepaid Finance Charges which includes Points, Brokers Fee and Mortgage Recording Tax) together with interest on the unpaid balances at the Agreed Rate of Charge set forth. The total of the original principal amount of the loan and such scheduled interest is to be repaid in monthly installments. The Finance Charge will be less if you make payments ahead of schedule, and greater if you make payments later than scheduled. You may prepay this loan in full or in part at any time without penalty. Partial prepayment will not defer or delay your obligation to pay remaining installments.

TIME OF REPAYMENT: The first payment shall be due on the First Payment Due Date indicated and the following payments shall be due on the same day of each succeeding month to and including the Final Payment Due Date.

SECURITY INTEREST: You grant us a security interest in the property described in the Federal Disclosure Statement, the collateral appraisal of the same date signed by you and/or as described below, along with all attachments, accessories, replacements, accessions and proceeds thereof, including amounts payable under any insurance policy covering the loss of such property, and unearned premiums (all collectively "Property"). The Property secures your obligations under this Agreement and any modification, extension, or renewal thereof.

Year	Make	Model	Body Type	Vehicle Identification No.	N-U	No. Cyls.

BAD CHECK FEE: We may charge you the greater of the bad check processing fee of \$ 20.00 or the amount equal to the actual charge made by the depository institution for the return of unpaid or dishonored instruments if you make a payment by check, draft or negotiable order of withdrawal and such instrument is refused by the bank because of insufficient funds or because you did not have an account at that bank at the time of presentation. Bad check fees will accrue.

ARBITRATION OF CLAIMS AND WAIVER OF JURY TRIAL: Borrower(s) hereby acknowledge that the transactions evidenced by this agreement involve interstate commerce. Borrower(s) and Lender agree that, except as otherwise set forth in this provision, all claims, disputes, or controversies of every kind and nature between Borrower(s) and Lender shall be resolved by arbitration including (i) those based on contract, tort or statute, (ii) those arising out of or relating to the transaction(s) evidenced by this agreement, the disclosures relating to this agreement, the Federal Disclosure Statement, any insurance certificates or policies, any documents executed at or about the same time this agreement was executed or (iii) those arising out of, relating to any other prior, proposed or actual loan or extension of credit (and the relationships which result from these transactions or any other previous transactions between Borrower(s) and Lender). Borrower(s) and Lender further agree that all issues and disputes as to the arbitrability of claims must also be resolved by the arbitrator.

BORROWER(S) AND LENDER UNDERSTAND THAT EACH HAS THE RIGHT TO LITIGATE SUCH DISPUTES THROUGH A COURT, AND BORROWER(S) AND LENDER VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL OR JUDGE TRIAL OF SUCH DISPUTES.

Arbitration of such claims will be conducted by a single arbitrator selected by the Borrower(s) and Lender, pursuant to the Federal Arbitration Act and according to the commercial rules of the American Arbitration Association, at a reasonable and convenient location to be selected by the Borrower(s). Each party shall pay one-half of the arbitration costs and expenses.

Borrower(s) and Lender agree that they and the Arbitrator shall be bound by the Federal Rules of Evidence in the arbitration of such claims. In the event of a conflict between the commercial rules of the American Arbitration Association and the Federal Rules of Evidence, the Federal Rules of Evidence control. The Arbitrator's findings, decision and award shall be written, and shall be based on the law of the jurisdiction in which this agreement was executed. The decision of the Arbitrator shall be final, binding, and enforceable in any court as though it were a decision on the merits after a trial on the merits. The Arbitrator's findings, decision and award shall be subject to judicial review as provided in 9 USC Section 10.

BORROWER(S) AND LENDER AGREE THAT THE ARBITRATOR MAY AWARD PUNITIVE DAMAGES ONLY UNDER CIRCUMSTANCES WHERE A COURT OF COMPETENT JURISDICTION COULD AWARD SUCH DAMAGES. HOWEVER, IN NO EVENT SHALL AN AWARD OF DAMAGES EXCEED FIVE (5) TIMES THE ECONOMIC LOSS SUFFERED BY THE PARTY. BORROWER(S) AND LENDER FURTHER AGREE THAT THE ARBITRATOR SHALL NOT CONDUCT ANY CLASS-WIDE PROCEEDINGS AND WILL BE RESTRICTED TO RESOLVING THE INDIVIDUAL DISPUTES BETWEEN THE PARTIES.

Borrower(s) and Lender agree that, notwithstanding the foregoing, Lender retains the right to use judicial or self-help remedies (i) to repossess or foreclose on collateral or to enforce the security interests relating to this transaction, and (ii) to pursue collection actions against the Borrower(s) where the amount of the debt is \$10,000 or less. The exercise of this right by Lender to pursue judicial or self-help remedies shall not constitute a waiver of Lender's right to compel the arbitration of any claim or dispute subject to this arbitration clause - including the filing of a counterclaim by Borrower(s) in a lawsuit filed by Lender.

This arbitration clause shall be binding upon the assigns, directors, officers, representatives, employees, parent companies, affiliated companies, subsidiaries and successors of Lender, and the administrators, assigns, executors, heirs and representatives of Borrower(s). In addition, the parties agree to submit to arbitration not only the foregoing claims or disputes against each other, but also all claims or disputes they have against (i) all other persons or entities involved with the transactions subject to this clause, (ii) all persons or entities who signed or executed any of the documentation subject to this clause, and (iii) all persons or entities who may be jointly or severally liable to any of the parties to this agreement regarding matters or events relating to the transactions and documentation subject to this clause.

Borrower(s) and Lender agree that if any provision of this arbitration clause is invalid or unenforceable under the Federal Arbitration Act, the provision which is found to be invalid or unenforceable shall be inapplicable and deemed omitted, but shall not invalidate the remaining provisions of this arbitration clause, and shall not diminish the parties' obligation to arbitrate the disputes subject to this clause.

COPY RECEIVED: You acknowledge receipt of a completely filled in copy of this Agreement and the Federal Disclosure Statement on a separate sheet. You further acknowledge that you have read, and agree to all terms and provisions of the Arbitration of Claims and Waiver of Jury Trial.

IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

Witness Linda Gregg

Witness S. Cook

Annie Woodall
Signature of Principal Borrower

Signature of Other Borrower

SEE REVERSE SIDE FOR ADDITIONAL IMPORTANT TERMS
AUB.4984.0066

ACCOUNT NUMBER
28131550

FEDERAL DISCLOSURE STATEMENT



AMERICAN
GENERAL

BORROWER(S) NAME AND ADDRESS ANNIE WOODALL 2411 CO RD 53 TUSKEGEE, AL 36083				LICENSED OFFICE: (LENDER) AMERICAN GENERAL FINANCE, INC. 1848 OPELIKA ROAD AUBURN, AL 36830				
Date of Loan	First Payment Due Date	Other Payments Due on Same Date of Each Month	Final Payment Due Date	Amount of First Payment	Amount of Balloon Payment	Amount of Monthly Payment	Total Number of Payments	Term of Loan in Months
01/24/97	03/02/97		02/02/98	\$ 83.28	\$ NONE	\$ 78.99	12	12
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate 28.70 %		FINANCE CHARGE The dollar amount the credit will cost you \$ 137.53		AMOUNT FINANCED The amount of credit provided to you or on your behalf \$ 814.64		TOTAL OF PAYMENTS The amount you will have paid after you have made all payments as scheduled \$ 952.17		

PREPAYMENT: If you pay off early, you will not have to pay a penalty.

SECURITY: You are giving a security interest in:

The goods or property being purchased. Motor Vehicle

Other WORLD BOOKS, 1-MURRAY LAWNMOWER, 1-RCA 19" TV

You are giving a security interest in your Real Estate located at

The previous Mortgage/Deed of Trust is being retained as security on your loan.

ASSUMPTION: Someone buying your house may not assume the remainder of the Mortgage on the original terms.

INSURANCE: Credit life and/or credit disability insurance are not required to obtain a loan and will not be provided unless you sign and agree to pay the additional cost. You understand that we and/or our insurance affiliates anticipate a benefit and/or a profit from the sale of insurance, and you consent thereto if you select such insurance. If a rescission period applies, there is no credit life insurance coverage during the three day rescission period.

Type	Premium	Signature(s)
	\$ NONE	Signature(s): _____ First Named Borrower _____ Second Named Borrower

CREDIT LIFE AND/OR DISABILITY INSURANCE CANCELLATION OPTION

CREDIT LIFE AND/OR DISABILITY CANCELLATION: If you desire to do so, you may, without penalty or obligation, within 15 days from the Date of Loan set forth above, cancel the credit life and/or disability insurance coverage by returning the credit life and disability insurance certificate received in connection with this loan to the office where the loan was made. Upon cancellation, a full rebate of the insurance premiums paid for this coverage will be made. You may also cancel such policy after 15 days, however, you will only be entitled to a refund of the unearned premium.

PERSONAL PROPERTY INSURANCE DISCLOSURE

You are not required to purchase property insurance on your household goods to secure this loan. If you choose to have such insurance, you may obtain the insurance from anyone you want. You should consider any homeowner's or other insurance which you may already have when deciding to purchase insurance with this loan.

You are required to maintain property insurance on personal property securing this loan other than household goods. You may obtain such insurance from anyone you want, or provide it through an existing policy with loss payable to us. If you purchase property insurance through us, you will have 30 days from the date of loan to cancel the insurance and receive a full refund of the premium. A portion of the premium will be retained by the insurer if cancellation occurs more than 30 days from the date of the loan. To cancel you will return your policy/certificate or make a written request to this office.

If you get property insurance from or through us, the value of the property and the Amount Financed must exceed \$300.00, it will be for a term of 12 months and you will pay \$ 14.64. You also understand that we and/or our insurance affiliates anticipate a benefit and/or a profit from the sale of insurance, and you consent thereto if you select such insurance.

You want property insurance

Annie Woodall

Signature

Signature

See the contract documents for any additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties if any.

You have received a copy of this Federal Disclosure Statement.

Annie Woodall

First Named Borrower

124.19.97
Date

Second Named Borrower (if Applicable)

Date

INSURANCE DISCLOSURE SUMMARY



Borrower Name: ANNIE WOODALL		
Borrower Address (Street, City, State, Zip): 2411 CO RD 53 TUSKEGEE, AL 36083		
Branch Code: 01001015	Loan Number: 28131550	Date: 01/24/97

I WANT TO PURCHASE THE INSURANCE NOTED BELOW AND HAVE THE INSURANCE PREMIUM FINANCED AS PART OF MY LOAN. I FULLY UNDERSTAND THAT I DO NOT HAVE TO PURCHASE ANY OF THE FOLLOWING INSURANCE TO GET MY LOAN.

INSURANCE PRODUCT	INSURED(S)	PREMIUM
Credit Life		\$ NONE PAID BY RENEWAL \$ NONE
Credit Disability		
Credit Personal Property	ANNIE WOODALL	AUG 1997 \$ 14.64
MERIT L.I.F.E. PLUS		American General Finance AUBURN, AL \$
		\$

I understand that if I later decide that I do not want any or all of the insurance, I can cancel coverage by returning the certificate/policy to the office where the loan was made and request a refund of any unearned premium.

Please read your policy/certificate for applicable benefits, restrictions and limitations.

INSURANCE SALESPERSON:

Linda Drugg
(Signature)
10051597
(License Number)

BORROWER:

Annie Woodall
(Signature)

CO-BORROWER:

(Signature)

Insurance Salesperson must sign in the presence of the Borrower and must personally explain the insurance coverage to the Borrower.

Policy Services - Insurance Operations
American General Finance, Inc.
601 NW 2nd Street, P.O. Box 159
Evansville, IN 47701-0159

Telephone: 1-800-325-2147 Telefax: (800) 350-9306

001-00002 (7-94) ALA111 ALABAMA PRECOMPUTE MINI-CODE AND USURY	
AUB.4984.0105	
Second Named Borrower (if Applicable)	
Date	
First Named Borrower	
Date	
831.95	
I have received a copy of this Federal Disclosure Statement.	
See the contract documents for any additional information about non-payment, default, any required repayment in full before the scheduled date, and preparation refunds and penalties, if any.	
If I get physical damage insurance from or through you it will be for a term of 0 months and I will pay \$NONE.	
Signature	
Signature	
I want property insurance	
Insurance, and I consent thereto if I select such insurance.	
I get property insurance from of through you, the value of the property and the amount financed must exceed \$300.00, it will be for a term of 12 months and I will pay \$10.98. I also understand that you and/or your insurance affiliates a benefit and/or a profit from the sale of more than 30 days from the date of the loan. To cancel my policy/certificate of make a written request to this office to cancel the insurance and receive a full refund of the premium. A portion of the premium will be retained by the insurer if cancellation occurs within, or prior to, the policy period payable to you. If I purchase property insurance through you, I will have 30 days from the date of purchase to cancel the insurance and receive a full refund of the premium. A portion of the premium will be retained by the insurer if cancellation occurs more than 30 days from the date of the loan. To cancel my policy/certificate of make a written request to this office to cancel the insurance and receive a full refund of the premium. A portion of the premium will be retained by the insurer if cancellation occurs within, or prior to, the policy period payable to you. I may obtain such insurance from any one of the companies listed below.	
I am required to maintain property security securing this loan other than household goods. I may obtain such insurance with this loan.	
I am not required to purchase property insurance on my household goods to secure this loan. If I choose to have such insurance, I may obtain the insurance from any one of the companies listed below.	

PERSONAL PROPERTY INSURANCE DISCLOSURE

Also cancel such policy after 30 days, however, will only be entitled to a refund of the unearned premium. With this loan to the office where the loan was made, upon cancellation, a full rebate of the insurance premium paid for this connection above, cancel the involuntary unemployment unemployment premium paid for this coverage will be made. I may connect with this loan to the office where the loan was made. Upon cancellation, a full rebate of the insurance premium paid for this connection will be made. I may also cancel such policy after 15 days, however, will only be entitled to a refund of the unearned premium.

LIFE AND DISABILITY UNEMPLOYMENT CANCELLATION: If I desire to do so, I may without penalty or obligation, within fifteen days from the date of loan set forth above, cancel all but not part of, the credit life and disability insurance coverage by returning the credit life and disability insurance coverage received in connection with this loan to the office where the loan was made. Upon cancellation, a full rebate of the insurance premium paid for this connection will be made. I may also cancel such policy after 30 days, however, will only be entitled to a refund of the unearned premium.

CREDIT INSURANCE (LIFE, DISABILITY AND INVOLUNTARY UNEMPLOYMENT) CANCELLATION OPTION

Involutary Unemployment Insurance	
I want involuntary unemployment insurance.	
Signature(s):	
I want single decreasing credit life insurance.	
Type	Premium
Signature(s)	
First Named Borrower	
\$ 5.37	
Second Named Borrower	
I want involuntary unemployment insurance.	
Signature	
First Named Borrower	
Also cancel the involuntary unemployment insurance coverage by returning the credit life and disability insurance coverage received in connection with this loan to the office where the loan was made. Upon cancellation, a full rebate of the insurance premium paid for this connection will be made. I may also cancel such policy after 30 days, however, will only be entitled to a refund of the unearned premium.	

ASSUMPTION: Someone buying my house may not assume the remainder of the mortgage on the original terms.

The previous Mortgage/Deed of Trust is being retained as security on my loan.

INSURANCE: Credit life insurance, credit disability insurance, and/or involuntary unemployment insurance are not required to obtain credit and will not be provided unless I sign and agree to pay the additional cost. I understand that you and/or your insurance affiliate a benefit and/or a profit from the sale of insurance, and I consent thereto if I select such insurance. If a recession period applies, there is no credit life insurance coverage, and no credit involuntary unemployment insurance coverage during the three day recession period. If I choose involuntary unemployment insurance and no credit involuntary unemployment insurance coverage during the three day recession period, I will receive a one monthly involuntary unemployment payment regardless of how long I am unemployed.

ASSUMPTION: If a payment is more than 10 days late, I will be charged an amount not to exceed 5% of the amount of such scheduled payment in default or \$50 on each such scheduled payment in default, whichever is greater, not to exceed \$100.00.

PREPAYMENT: If I pay off early, I will be charged an amount not to exceed 5% of the amount of such scheduled payment in default or \$50 on each such scheduled payment in default, whichever is greater, not to exceed \$100.00.

LATE CHARGE: If a payment is more than 10 days late, I will be charged an amount not to exceed 5% of the amount of such scheduled payment in default or \$50 on each such scheduled payment in default, whichever is greater, not to exceed \$100.00.

ANNUAL PERCENTAGE RATE		FINANCIAL CHARGE		AMOUNT FINANCED		TOTAL OF PAYMENTS		The cost of my credit as a yearly rate		The dollar amount the credit will cost me to make all payments paid after I have made all payments as scheduled		The dollar amount the credit will cost me to make all payments paid after I have made all payments as scheduled	
08/31/95	10/10/95	Other Payments	Due Date	Amount of First Payment	Amount of Monthly Payment	\$ 58.35	\$ 56.00	12	12	\$ 109.64	\$ 564.71	\$ 674.35	32.43 %

BORROWER(S) NAME AND ADDRESS	
LICENED OFFICE: (CREDITOR)	
ANNIE WOODALL	
1848 OPELKA ROAD	
TUSKEGEE, AL 36830	
2411 CO RD 53	
AUBURN, AL 36830	

ACCT/UNIT-NUMBER	
28131550	
FEDERAL DISCLOSURE STATEMENT	
AMERICAN GENERAL	

LICENSED OFFICE: (CREDITOR)

**American General
Finance, Inc.**
A Subsidiary of American General Corporation

**FEDERAL
DISCLOSURE
STATEMENT**



AMERICAN GENERAL FINANCE, INC.
1848 OPELIKA ROAD
AUBURN

ALABAMA 36930

Account Number

U97766

BORROWER(S) (NAME & ADDRESS)

WOODALL, ANNIE,
P.O. BOX 213A
TUSKEGEE AL 36083

Date of Loan	First Payment Due Date	Other Payments Due on Same Day of Each Month	Final Payment Due Date	<input checked="" type="checkbox"/> Amount of First Payment <input type="checkbox"/> Amount of Balloon Payment	Amount of Other Payments	<input type="checkbox"/> Total Number of Payments <input checked="" type="checkbox"/> Term of Loan	<input type="checkbox"/> Late Charge
12/08/93	01/10/94		12/10/94	52.44	52.00	12	\$100

1s 524.38 Amount Financed2s 100.06 FINANCE CHARGE3. 33.20 % ANNUAL PERCENTAGE RATE4s 624.44 Total of Payments

AMOUNT FINANCED is the amount of credit provided to you or on your behalf. (Line 1 above)

FINANCE CHARGE is the dollar amount the credit will cost you. (Line 2 above)

ANNUAL PERCENTAGE RATE is the cost of your credit as a yearly rate. (Line 3 above)

TOTAL OF PAYMENTS is the amount you will have paid after you have made all payments as scheduled. (Line 4 above)

PAID PAID

DEC 07 '94

LATE CHARGE: If a payment is more than 10 days late, you will be charged 5% of the late amount, not to exceed the amount shown above and not less than \$.50. (Does not apply to interest bearing loans.)

PREPAYMENT: If you pay off early, you

may will not have to pay a penalty.
 may will not be entitled to a refund of part of the finance charge.

SECURITY

You are giving a security interest in:

The goods or property being purchased
 Motor vehicle
 Other 1 Set of World Books; 1 Murray Lawnmower;

 You are giving a security interest in your real estate located at: The previous Mortgage or Deed of Trust is being retained as security on your loan.

ASSUMPTION: Someone buying your house may not assume the remainder of the mortgage on the original terms.

INSURANCE: Credit life insurance, credit disability insurance and credit involuntary unemployment insurance are not required to obtain credit and will not be provided unless you sign and agree to pay the additional cost. You understand that we anticipate profits from the sale of credit insurance and you consent thereto if you select such insurance. If a rescission period applies, there is no credit life coverage during the three day rescission period.

Type	Premium	Signature	
Single Decreasing Term Credit Life	\$ NONE	I want single credit life insurance. Signature:	First Named Borrower
Joint Decreasing Term Credit Life	\$ NONE	We want joint credit life insurance. Signatures:	First Named Borrower Second Named Borrower
Single Decreasing Term Credit Life & Single Disability	\$ NONE	I want single credit life and disability insurance. Signature:	First Named Borrower
Joint Decreasing Term Credit Life & Single Disability on First Named Borrower	\$ NONE	We want joint credit life and single disability insurance. Signatures:	First Named Borrower Second Named Borrower
Involuntary Unemployment Insurance	\$ NONE	I want involuntary unemployment insurance. Signature:	First Named Borrower

CREDIT INSURANCE (LIFE AND DISABILITY AND INVOLUNTARY UNEMPLOYMENT) CANCELLATION OPTION

CANCELLATION: If you desire to do so you may, without penalty or obligation, within fifteen days for life and disability or thirty days for involuntary unemployment insurance from the date of loan set forth above, cancel all but not part of, the credit insurance coverages by returning all credit insurance certificates received in connection with this loan to the office where the loan was made. Upon cancellation, a full rebate of all credit insurance premiums will be made.

PERSONAL PROPERTY INSURANCE DISCLOSURE

You are not required to purchase or to have property insurance to secure this loan. If you choose to have such insurance and the amount financed and value of the property exceeds \$300, you may obtain property insurance from anyone you want. You should consider any homeowner's or other insurance which you may already have when deciding to purchase property insurance with this loan.

Within 15 days of purchasing property insurance on this loan and providing you have no claims, you may obtain a full refund of the cost of the insurance by surrendering your policy or by making a written request to this office for cancellation of the policy.

If you get property insurance from or through the creditor, it will be for a term of 12 months and you will pay \$ 10.98.
I/We want property Insurance. Annie Woodall Signature

for 12 months and you will pay \$ 100.00
Annie Woodall Signature

Signature

Signature

You may obtain physical damage insurance from anyone you want or provide it through an existing policy, provided the insurance company is acceptable to the creditor and the amount financed and value of the property exceeds \$300. If you get physical damage insurance from or through the creditor, it will be for a term of N/A months and you will pay \$ N/A.

See your contract documents for any additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

I/We have received a copy of this Federal Disclosure Statement.

Annie Woodall - 12-8 93
First Named Borrower Date

First Named Borrower

Date _____

001-00002 (D-E-H-I-J-N) ALABAMA MINI-CODE AND INTEREST AND USURY (7-93)